

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
SEATTLE AREA PLUMBING &
PIPEFITTING INDUSTRY HEALTH &
WELFARE TRUST, *et al.*,

Plaintiffs,

v.

SPECTRUM SERVICES, INC., a
Washington corporation, UBI No.
601888144,

Defendant.

NO. 2:23-cv-00910-RSM

PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

PROTECTIVE ORDER – 1
Cause No. 2:23-cv-00910-RSM

BARLOW COUGHRAN
MORALES & JOSEPHSON, P.S.
1325 FOURTH AVE, SUITE 910
SEATTLE, WA 98101
(206) 224-9900

2. “CONFIDENTIAL” MATERIAL

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged: Employment Security Department Records of Spectrum Services, Inc.

3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

1 (a) the receiving party's counsel of record in this action, as well as employees
2 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

3 (b) the officers, directors, and employees (including in house counsel) of the
4 receiving party to whom disclosure is reasonably necessary for this litigation;

5 (c) the court, court personnel, and court reporters and their staff;

6 (d) the author or recipient of a document containing the information or a
7 custodian or other person who otherwise possessed or knew the information.

8 4.3 FILING CONFIDENTIAL MATERIAL. Before filing confidential material or
9 discussing or referencing such material in court filings, the filing party shall redact any
10 confidential and protected information.

11 DATED this 7th day of September 2023.

12 s/ Noelle E. Dwarzski

13 Noelle E. Dwarzski, WSBA No. 40041

14 BARLOW COUGHRAN

MORALES & JOSEPHSON, P.S.

15 1325 Fourth Avenue, Suite 910

Seattle, WA 98101

16 Telephone: (206) 224-9900

noelled@bcmjlaw.com

17 Attorneys for Plaintiffs

1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of
3 any documents, electronically stored information (ESI) or information, whether inadvertent
4 or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other
5 federal or state proceeding, constitute a waiver by the producing party of any privilege
6 applicable to those documents, including the attorney-client privilege, attorney work-product
7 protection, or any other privilege or protection recognized by law. This Order shall be
8 interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The
9 provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or
10 shall serve to limit a party's right to conduct a review of documents, ESI or information
11 (including metadata) for relevance, responsiveness and/or segregation of privileged and/or
12 protected information before production.

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14 DATED: September 14, 2023

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18 RICARDO S. MARTINEZ
19 UNITED STATES DISTRICT JUDGE
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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on this 7th day of September 2023 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification to all parties registered with CM/ECF in this matter. Defendant Spectrum Services, Inc. has not appeared in this matter.

Dated this 7th day of September 2023, at Seattle, Washington.

/s/ Noelle E. Dwarzski

Noelle E. Dwarzski, WSBA #40041

BARLOW COUGHRAN

MORALES & JOSEPHSON, P.S.

Attorneys for Plaintiffs